

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000003068
Limlaw Pulpwood & Chipping
261 Rte 25 Box 10
W Topsham VT 05086
USA

Contract ID 0000000000000000000012989		Page 1 of 3
Contract Dates 09/01/2008 to 08/31/2011		Origin B54
Description: BGS-WOODCHIPS MONTPELIER		Contract Maximum \$9,999,999.00
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9890	WOOD CHIPS FOR FUEL MONTPELIER	TON	66.00000	0.00	0.00

MATERIALS: WOODCHIPS ARE TO BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD OR SOFTWOOD WILL BE CONSIDERED. WHOLE TREE CHIPS SHALL BE PROVIDED WHICH CONFORM TO MOISTURE CONTENT REQUIREMENTS AND ARE FREE OF DIRT, ROCKS, TWIGS, STICKS AND SAWDUST. ALL CHIPS SHOULD FIT THROUGH A 1 1/2 INCH SCREEN. UNACCEPTABLE CHIPS WILL BE REJECTED BY THE STATE AND REPLACED BY THE CONTRACTOR AT NO COST TO THE STATE.

MOISTURE CONTENT: THE PRICE QUOTED SHALL BE BASED ON NET TONS AT 40% MOISTURE CONTENT +/- 5%. THE VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES PERSONNEL WILL ALSO CHECK THE MOISTURE CONTENT USING THE FOLLOWING PROCEDURE; TWO SAMPLES FROM EACH DELIVERY VAN WILL BE WEIGHED BEFORE AND AFTER COMPLETE DRYING IN A MICROWAVE OVEN.

PRICE QUOTED: THE PRICE QUOTED INCLUDES ALL TRANSPORTATION CHARGES FULLY PREPAID TO THE DELIVERY LOCATION, AND WILL BE BASED UPON THE DELIVERY SLIPS, AND ADJUSTED FOR MOISTURE CONTENT IF THE ACTUAL IS LESS THAN 25% OR MORE THAN 45%. FOR EXAMPLE A 23 TONE LOAD AT 55% MOISTURE WILL BE BILLED AT 20.7 TONES ($45\%-55\%=10\%$ $23 \times 10\% = 2.3$ $23-2.3=20.7$).

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR WOODCHIPS ISSUED APRIL 2, 2008 AND VENDOR'S RESPONSE DATED APRIL 17, 2008.

THE PERIOD OF PERFORMANCE WILL BE FOR A PERIOD OF 12 MONTHS BEGINNING SEPTEMBER 1, 2008 AND ENDING AUGUST 31, 2009 WITH AN OPTION TO RENEW FOR 2 ADDITIONAL 12 MONTH PERIODS UPON MUTAL AGREEMENT OF BOTH PARTIES.

VENDOR OFFERS SAVINGS OF \$1.00 PER TON IF PAID WITHIN 30 DAYS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

CHIPS: CHIPS ARE TO BE DELIVERED TO THE DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE BETWEEN THE HOURS LISTED BY LOCATION AND WILL BE UNLOADED BY THE CONTRACTOR. DELIVERIES WILL BE MADE UPON THE REQUEST OF OUR HEATING PLANT SUPERVISOR OR HIS DESIGNEE.

MONTPELIER HOURS: MONDAY THROUGH FRIDAY 5:00 PM TO 7:00 AM.

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TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. DELIVERY TRAILERS USED BY THE CONTRACTOR WILL REMAIN AT THE SITE TO BE UNLOADED BY THE STATE AND WILL BE PICKED UP BY THE CONTRACTOR AT THE TIME OF NEXT DELIVERY. LIVE BOTTOM DELIVERIES WILL BE ACCEPTED IF THE STATE'S CONTACT PERSON IS NOTIFIED AT LEAST 8 HOURS PRIOR TO DELIVERY AND AN EQUIPMENT OPERATOR IS AVAILABLE TO MOVE CHIPS FROM THE REAR OF THE TRAILER TO THE STORAGE AREA. ALL TRAILERS MUST HAVE SUFFICIENT FLOOR AND SIDEWALLS TO ACCEPT UNLOADING BY MECHANICAL MEANS - BOBCAT SKID STEER LOADER. AT A MINIMUM THIS MEAN 12 INCHES HIGH 3/4" INCH PLYWOOD SKID PLATES AT FULL LENGTH OF EACH SIDE OF THE TRAILER AND 24 INCH HIGH PLYWOOD CRASH BOARDS AT THE FRONT OF THE TRAILER.

LIMITED STORAGE: DUE TO THE LIMITED STORAGE CURRENTLY AVAILABLE AT THESE SITES, THE CONTRACTOR SHALL LEAVE ONE TRAILER AT EACH SITE AND HAVE ONE TO LOAD AND EXCHANGE WITH THE EMPTY ONE WHEN A DELIVERY IS MADE.

SCALE SLIPS: SCALE SLIPS SHALL BE PROVIDED WITH EACH LOAD, EACH SLIP SHALL SHOW THE GROSS WEIGHT OF THE TRUCK, TRAILER AND CHIPS IN ADDITION TO THE TARE WEIGHT OF THE EMPTY TRUCK AND TRAILER. IF SCALES ARE NOT AVAILABLE THEN THE LOAD WILL BE ESTIMATED BASED ON THE PREVIOUS 5 DELIVERIES. IN LIEU OF TARE WEIGHTS FOR EACH LOAD THE STATE WILL ACCEPT A SCHEDULE OF TRUCKS AND TRAILER TARE WEIGHTS AT THE BEGINNING OF EACH HEATING SEASON.

ALTERNATE SOURCES: IF THE CONTRACTOR FAILS TO DELIVER A LOAD OF CHIPS WITHIN THE TIME REQUESTED, FOR ANY REASON (EQUIPMENT MALFUNCTION, ROADS UNSUITABLE FOR HAULING) THE STATE RESERVES THE RIGHT TO OBTAIN CHIPS FROM ANY SUPPLIER WHO CAN DELIVER. IF THE CONTRACTOR IS NOT GOING TO BE ABLE TO MAKE A DELIVERY IT WOULD BE DESIRABLE TO NOTIFY THE CONTACT PERSON AS SOON AS POSSIBLE SO OTHER ARRANGEMENT CAN BE MADE.

TAXES: THE STATE OF VERMONT IS EXEMPT FROM ALL SALES AND FEDERAL EXCISE TAXES. THE CONTRACTOR AGREES TO PAY ALL VERMONT TAXES WHICH MAY BE DUE AS A RESULT OF THIS CONTRACT.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BETSY LARAWAY
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
betsy.laraway@state.vt.us

AMENDMENT #1 - JUNE 25, 2009 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO AUGUST 31, 2010 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

AMENDMENT #2 - APRIL 16, 2010 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO (FINAL RENEWAL OPTION) THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO

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AUGUST 31, 2011 UNDER THE SAME PRICING, TERMS AND CONDITION.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____